



AGENDA FOR THE TOWN MEETING

June 12, 2017

7:00 p.m.

PLEDGE TO THE FLAG

CALL TO ORDER

CONSENT AGENDA

- Financial Statements
- Town Meeting Minutes
 - [May 22, 2017 – Town Meeting](#)

Red Indicates – Action Item
Green Indicates – Ordinance Introduction
Blue Indicates – Link to Additional Information

PERSONAL REQUESTS FOR AGENDA:

"If I Were Mayor" Contest Winners

Foxfield Active Adult Homeowners Association – [Request for Installation of Decorative Sign Posts](#)

UNFINISHED BUSINESS:

- [FY 2018 Budgets](#)
- [Ordinance No. 17-06-01 – Increase in the Capital Improvement Fee](#)
- [Remsberg Park Field Lighting Proposal](#)
- Memar Annexation –Scheduling of Annexation Agreement Workshop(s)

REPORT OF COMMITTEES:

Water/Sewer	Commissioner Falcinelli
Public Works	Commissioner Bussard
Sustainability	Commissioner Dietrick
Planning Commission Liaison	Commissioner Catania
Parks & Recreation	Commissioner Goodman
Public Information	Commissioner Falcinelli

NEW BUSINESS:

- [Wireless Telecommunications Ordinance Discussion](#)

PUBLIC COMMENTS:

ANNOUNCEMENTS:

- *Town Meeting for Monday, June 26, 2017 – CANCELLED*
- *250th Town Talk (Park Picnic) – Sunday, July 16, 2017 at Memorial Park*

ADJOURNMENT

BURGESS AND COMMISSIONERS OF MIDDLETOWN MARYLAND

TOWN MEETING MINUTES

REGULAR MEETING

May 22, 2017

The second monthly meeting of the Burgess and Commissioners of Middletown was called to order on May 22, 2017, by Burgess Miller at 7:20 p.m. in the Middletown Municipal Center, 31 W. Main Street, Middletown, Maryland. Present were: Burgess Miller, Commissioners Larry Bussard, Rick Dietrick, Tom Catania and Christopher Goodman.

CONSENT AGENDA

*Town Meeting Minutes – May 4, 2017 – Public Hearing & Town Workshop
May 8, 2017 – Town Meeting*

Commissioner Bussard motioned to accept this consent agenda as submitted, seconded by Commissioner Catania and passed unanimously.

PERSONAL REQUESTS FOR AGENDA:

Roger Wilson, Frederick County Government Affairs and Public Policy Director, attended the meeting. He was asked a couple of questions regarding the new county tethering law. Owners cannot have their dog chained/tethered outside for more than 3 continuous hours.

Unfinished Business:

Memar Annexation – Schedule Draft Annexation Agreement Workshop – Discussion occurred regarding scheduling dates for draft annexation workshops. Commissioner Bussard requested that Memar provide an updated drawing to the Town Board which showed the suggested plan changes from previous meetings. The Board agreed that workshop dates be scheduled where the annexation agreement was the only agenda item. Drew will notify the Town Board and Memar with several potential workshop dates after the next town staff meeting. The workshop(s) should tentatively take place in July.

NEW BUSINESS:

Appointment to Planning Commission – Burgess Miller stated that Meredith McKittrick has finished the Temp Alternate appointment term to the Planning Commission vacated by Dixie Eichelberger when Dixie moved to the Alternate position on the Planning Commission. Meredith has agreed to continue as the Temp Alternate on the Planning Commission for another 5 year term.

Commissioner Bussard motioned to re-appoint Meredith McKittrick to the Planning Commission, seconded by Commissioner Catania. Motion carried 6-0.

Award of Locust Boulevard & Locust Court Road Reconstruction Bid – Board members reviewed the 3 bids received for the Locust Boulevard and Locust Court Road Reconstruction Project. Drew reported that the Director of Public Works reviewed the bids previously and recommends going with the lowest bid submitted by Wastler and Sons. Commissioner Bussard motioned to accept the bid submitted by Waster and Sons for \$407,417.98 for the Locust Boulevard and Locust Court Road Reconstruction Project, seconded by Commissioner Dietrick. Motion carried 5-0.

Playground Phase II at Memorial Park – Commissioner Goodman reported that the playground phase II upgrade at Memorial Park will come in approximately \$57.00 under budget. However, there is old lumber and an old swing set that needs to be removed, plus grading those areas at a projected additional

cost of \$1800.00. Commissioner Dietrick suggested that Playground Specialist provide the removal and grading since they are installing the new equipment so as not to delay the project. Commissioner Dietrick motioned that the Town provide an additional \$1800.00 to Playground Specialists for the removal of old lumber and playground equipment and provide grading as part of the installation of the new playground equipment at Memorial Park, seconded by Commissioner Goodman. Motion carried 5-0.

Zoning Administrator Stipend Increase – Commissioner Catania stated that the zoning administrator has several responsibilities within the town to include interacting with residents regarding zoning certificate issuance, and town code enforcement. With the increase in town residences with Middletown Glen and the possible Memar annexation, the zoning administrator will be increasingly busier in the future. Therefore, Commissioner Catania proposes increasing the monthly stipend for the zoning administrator from \$200.00 to \$400.00. Commissioner Goodman stated that he thought long and hard about this subject and agrees with Commissioner Catania. Commissioner Bussard stated that the zoning administrator workload has historically been complaint driven, and the current zoning administrator is doing much more than originally intended but is doing it by choice. Commissioner Dietrick stated that the Town Board does not know how much time other appointed officials are spending on their appointed duties, and if the Board looks at one appointed official, they must look at them all. Commissioner Catania motioned to increase the stipend for the zoning administrator from \$200 per month to \$400 per month to begin July 1, 2017, seconded by Commissioner Goodman. Motion failed 2-3.

PUBLIC COMMENT:

Decorative Sign Posts Replacement– Foxfield Active Adult Home Owners Association (H.O.A) – Alex Kundrick, 3 Crone lane, an H.O.A. member stated that although the H.O.A. will be making a presentation to the Town Board June 12th workshop regarding this subject, the H.O.A. wants the Board to know that the H.O.A. is willing to pay the total costs for the replacement of identified sign posts with decorative sign posts within the Foxfield subdivision if the estimated price can be reduced. It has a high estimated cost.

ANNOUNCEMENTS:

Memorial Day Celebration – Saturday, May 27, 2017 from 11am.-2pm – Memorial Park.

Dunkin Donuts Ribbon Cutting Ceremony – Saturday, June 3, 2017 at 10am – coincides with the grand opening.

Middletown Fire Company Ground Breaking Ceremony – Saturday, 17, 2017 – Carnival Grounds.

ADJOURNMENT

Meeting adjourned at 7:38pm.

Respectfully submitted,

Annette Alberghini
Receptionist

Foxfield Active Adult
Decorative Street Sign Poles
Cost Estimate

Estimated Labor Cost

Position	Hourly Rate	Time/Sign Installation	Number of Signs	Total
Foreman	\$ 36.55	2	18	\$ 1,315.80
Laborer	\$ 28.82	2	18	\$ 1,037.52
				Contingency 15%
				\$ 353.00
Total Labor Cost				\$ 2,706.32

Material Cost

TAPCO	\$ 4,522.74
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Total Project Cost \$ 7,229.06

****Bases would add an additional \$2,676.60**

**TOWN OF MIDDLETOWN
GENERAL FUND
BUDGET FY 2017**

DESCRIPTION	Budget FY 2018
REVENUE	
LOCAL TAXES	
Real Property	1,269,903
Tangible Personal Property	38,248
Public Utilities	9,827
Franchise (Cable)	50,615
Discounts	(16,475)
Penalties & Interest	10,544
	1,362,662
STATE SHARED TAXES	
Amusement Taxes	21,526
Highway User Taxes	160,606
	182,132
COUNTY SHARED TAXES	
Income Taxes	896,179
Tax Equity	610,423
	1,506,602
LICENSES, PERMITS & FEES	
Filing/Permit Fees	6,500
Beer, Wine & Liquor	-
Traders	4,900
Planning & Zoning	21,450
	32,850
PARKS & RECREATION	
Pavillion Fees	3,158
POLICE PROTECTION	
State Grant	26,187
MISC INCOME	
Other (Bank Grant, Animal, Citations)	2,500
LGIT Health Insurance Rebate	-
FredCo Municipal Recycling Reimbursement	-
MISC	2,500
OPERATING REVENUE	3,116,092
EXPENSES	
LEGISLATIVE	
Commissioner's Fees	16,500
Communications	9,480
Dues & Subscriptions	7,400
Office Supplies/Expenses	7,500
Advertising	2,500
Meetings & Conventions	15,000
	58,380
EXECUTIVE	
Burgess	10,200
ELECTION EXPENSES	
Clerk Fees	450

**TOWN OF MIDDLETOWN
GENERAL FUND
BUDGET FY 2017**

DESCRIPTION	Budget FY 2018
Printing, Supplies, Advertising	250
	700
GENERAL/ADMINISTRATIVE SERVICES	
Capital Outlay	-
Administration Salary	254,512
Postage & Printing	200
Communications	7,205
Computer Expenses	29,512
Supplies & Expense	27,953
Maintenance & Repairs	29,600
Professional Services	4,600
Dues & Subscriptions	150
Meetings & Seminars	100
Water and Sewer Grant	-
	353,833
OPERATIONS/MAINTENANCE	
Maintenance - Capital Outlay	
Director Salary	101,415
Maintenance Salary	130,351
Communications	9,000
Supplies	17,960
Dues/Training/Certifications	1,500
Landscaping / Beautification	-
Maintenance & Repairs	14,540
Mowing	12,133
Tools & Equipment	2,544
	289,443
PROFESSIONAL SERVICES	
Independent Accounting	16,000
Legal - Development & Ordinance	7,388
	23,388
PLANNING & ZONING	
Salaries	43,997
Bd Members Compensation	7,800
Zoning Expenses	1,778
	53,574
MAIN STREETS MANAGER	
Mainstreet - Capital Outlay	
Salary	45,482
Town Contribution	10,000
Wayfinding Signs Grant Contribution	-
	55,482
PUBLIC SAFETY	
Fire Department Donation	20,000
School Crossing Guards	16,338
Deputy Contract Services	385,232
	421,570
SANITATION & WASTE REMOVAL	
Trash Collection & Disposal	
Recycling Pickup Station	5,000
Regular Pick-up	133,126

**TOWN OF MIDDLETOWN
GENERAL FUND
BUDGET FY 2017**

DESCRIPTION	Budget FY 2018
Landfill - Tipping Fees	84,798
Yard Waste (April - Dec)	30,672
Eco-Bags	18,200
	271,796
RECREATION & CULTURE	
Park Capital Outlay	
Park Interest	7,906
Park Loan Payments	115,643
Park Salary	45,030
Park Electric	1,175
Park Supplies/Equipment	1,500
Park Mowing Contract	32,319
Park Repairs & Maintenance	35,990
	239,564
HIGHWAYS & STREETS	
Streets Capital Outlay	-
Vehicle/Equipment Capital Outlay	-
Salaries - Regular	71,266
Street Lighting	203,160
Storm Water Management	7,800
Snow Removal	83,100
Mowing (SWM & Streets)	33,440
Repairs & Resurfacing	92,000
Signs	12,400
Truck Repair & Maintenance	42,600
Equipment Repairs & Maintenance	26,675
Street Loan - Principal	79,300
Street Loan - Interest	59,874
Case Loader -Principal & Interest	-
	711,615
MISCELLANEOUS	
MT Historical Society	5,000
Donations	100
Mileage - Travel	2,732
Web Page / Directory / Public Information	3,890
Community Events	33,140
Payroll Taxes	58,923
Insurance	
Property	13,499
Health	115,842
Worker's Compensation	20,372
Professional	946
Pension	68,184
Real Estate Taxes	800
Miscellaneous	3,500
	326,929
TOTAL OPERATING EXPENSES	2,816,474
TOTAL OPERATING SURPLUS	299,617

CIP Showing

ALL Improvements Fees in General Fund

BURGESS AND COMMISSIONERS OF MIDDLETOWN

GENERAL CAPITAL IMPROVEMENT BUDGET

FY 2018 - FY 2022

	FY '18	FY '19	FY '20	FY '21	FY '22
INCOME					
CASH RESERVES	\$881,203	\$436,808	\$283,157	\$8,365	(\$1,825,614)
INTEREST INCOME	\$2,203	\$1,092	\$708	\$21	(\$4,564)
IMPROVEMENT FEES	\$241,500	\$241,500	\$206,500	\$70,000	\$7,000
OPERATING INCOME From Previous Years	\$353,739	\$297,757	\$300,000	\$473,000	\$523,000
COMMUNITY LEGACY GRANTS	\$64,000				
PROGRAM OPEN SPACE and Community Parks & Playground	\$76,500				
SUB-TOTAL	\$1,619,145	\$977,157	\$790,365	\$551,386	(\$1,300,178)
PROJECTS					
Highways & Streets					
SHA Streetscape Lighting	\$175,000				
Boileau Court - Mill & Overlay			\$250,000		
Broad St. - Franklin Street (Inlets and Road Reconstruction)		\$50,000		\$1,250,000	\$200,000
Cone Branch Drive & Court - Mill & Overlay		\$80,000			
Elm Street Parking Lot Upgrades - Reconfiguration and Paving			\$160,000		
Franklin Street - Mill & Overlay (Broad to Walnut Pond Court)					\$300,000
Ivy Hill Drive - Mill & Overlay		\$40,000		\$590,000	
Linden Blvd. (Broad Street to Pine Street)			\$100,000		
Linden Blvd. Culvert Replacement					
Locust Blvd. & Court (Road Reconstruction)	\$207,500				
Lombardy Court - Selective Patching, Mill & Overlay	\$125,000				
Martha Mason Drive - Mill & Overlay			\$30,000		
Manda Drive - Mill & Overlay			\$175,000		
Manda Court - Mill & Overlay					\$100,000
Prospect St. (Road Reconstruction)		\$50,000		\$500,000	
Washington Street Retaining Wall	\$10,000	\$25,000			
Young Branch Drive - Mill & Overlay	\$130,000				
Foxfield Swale Reconstruction	\$15,000				
Expansion of Maintenance Shop	\$75,000	\$250,000			
Pedestrian Safety Improvements - Franklin Street (Prospect to Primary School)	\$75,000				
Wayfinding Signs (Previously Funded in FY2015 CIP)	\$8,750				
SWM Fence Replacements		\$12,000			
Recreation & Culture					
Rensberg Park - Walking Trail and Bridge over Cone Branch Creek (90% Grant; POS 10%)	\$87,000				
Rensberg Park - Precast Concrete Bathroom (90% Grant; POS 10%)	\$40,000				
Memorial Park - Playground Replacement & Rehab (90% Grant; POS 10%)	\$36,000				
Heritage Park (MVB Property)	\$31,883				
Heritage Museum (Upstairs Town Office) (Previously Funded in FY 2017 CIP)	\$39,000				
Belfco Sit Seeder - Field Maintenance	\$8,000				
General Services Administration & Operations					
Municipal Center - HVAC Replacement	\$30,000				
Municipal Center - Boiler Replacement to Natural Gas	\$35,000				
Information Technology - Computers, Servers, Phones, Data Backup & Recovery Systems	\$37,000	\$37,000	\$37,000	\$37,000	\$37,000
Subaru Forester Replacement			\$30,000		
GMC Truck Body Replacement	\$17,204				
Dump Truck Replacement		\$150,000			
SUB-TOTAL	\$1,182,337	\$694,000	\$782,000	\$2,377,000	\$637,000
SURPLUS/(DEFICIT)	\$436,808	\$283,157	\$8,365	-\$1,825,614	-\$1,937,178



TOWN OF MIDDLETOWN
Water Sewer Operating Budget
FY 2018

	Preliminary Budget FY 2018
Operating Revenue	
Water Revenue	608,726
Sewer Revenue	603,153
Penalties and Reconnects	15,252
General Fund Grant	
Rain Barrels	1,000
MISC	-
Total Revenue	1,228,131
Expenses	
Administrative	
Salaries	48,827
Communications	11,742
Postage	9,503
Office Supplies/Expenses	15,712
Professional Services/Legal	2,000
Meetings & Seminars	2,500
Advertising	500
Uniforms	3,925
Dues/Subscriptions/Certifications	500
Main Street Waterline Loan Interest	33,099
Travel/Mileage	200
Payroll Taxes	27,798
Insurance	
Property	10,215
Health	53,324
Worker's Compensation	8,980
Retirement/Pension	29,230
Real Estate Taxes	292
Conservation Environment	2,000
Vehicle/Equipment Expenses	20,400
Total Administrative	280,746
Water	
Salaries	175,294
Water Distribution	
Supplies	5,500
Repairs & Maintenance	18,900
Water Meters	-
Waterline Break Repairs	5,000
Chemicals	500
Tools & Equipment	4,105
Subtotal	34,005
Water Plant, Reservoir, Booster, Tower, BS Wellhouse	
Electric	23,816
Supplies	2,000
Repairs & Maintenance	66,700
Chemicals	9,199
Tools & Equipment	2,053

**TOWN OF MIDDLETOWN
Water Sewer Operating Budget
FY 2018**

	Preliminary Budget FY 2018
Testing & Analysis	14,400
SUB-TOTAL	118,168
Abandoned Well Costs	-
TOTAL WATER	327,467
Sewer	
Salaries	134,998
Sewer Collection System	
Conebranch Pump Station	18,500
Brookridge South Pump Station	10,779
Foxfield Pump Station	6,500
Sanitary Sewer Lines/Manholes	25,000
I & I Accrual	75,000
Subtotal	135,779
East WWTP	
Electric	25,327
Parts & Supplies	6,352
Repairs & Maintenance	16,600
Chemicals	33,725
Mowing	-
Tools & Equipment	6,090
Testing & Analysis	34,187
Sludge Hauling Expense	61,800
Subtotal	184,081
West WWTP	
Electric	17,010
Supplies	2,500
Repairs & Maintenance	2,000
Chemicals	47,949
Mowing	
Tools & Equipment	2,510
Testing & Analysis	11,649
Sludge Hauling Expense	22,650
SUB-TOTAL	106,268
TOTAL SEWER	561,126
TOTAL OPERATING EXPENSES	1,169,340
Contingency Fund	40,927
Adjusted Operating Expense	1,210,267
OPERATING INCOME (LOSS)	17,864

ALL IMPROVEMENT FEES TRANSFERRED TO GENERAL FUND



**Burgess and Commissioners of Middletown
Water & Sewer Capital Improvement Program
FY 2018 - FY 2022**

INCOME	FY '18	FY '19	FY '20	FY '21	FY '22
CASH Reserves	\$579,778	\$172,954	\$338,972	\$634,923	\$498,677
DEBT SERVICE FEE - NEW HOMES	\$149,600	\$156,500	\$183,400		
CAPITAL IMPROVEMENT FEE	\$159,132	\$168,966	\$178,800	\$348,100	\$350,100
Inflow & Infiltration - Reserve Account	\$165,000	\$250,000			
Land Leases	\$185,837	\$193,271	\$201,002	\$209,042	\$217,403
Tap Fees (See Growth Projections)	\$621,000	\$621,000	\$531,000	\$180,000	\$18,000
Main Street Waterline Loan	\$1,500,000	\$1,500,000			
Reservoir Cover Loan	\$180,000		\$1,400,000		
Total Revenue	\$3,540,347	\$3,082,891	\$2,811,174	\$1,372,065	\$1,084,181
Debt Service					
EAST WWTP LOAN	\$241,265	\$241,265	\$239,265		
MAIN STREET WATERLINE LOAN	\$250,184	\$250,294	\$250,899	\$252,399	\$251,264
RESERVOIR LOAN	\$56,578	\$56,754	\$56,754	\$56,725	\$56,828
DEVELOPMENT PROJECTS					
Brookridge WTP (Loan Payments)	\$370,314				
<i>Outstanding Balance - \$370,314</i>					
Total Debt Service	\$918,341	\$548,313	\$546,918	\$309,124	\$308,092
Net Income	\$2,622,007	\$2,514,379	\$2,264,256	\$1,062,941	\$776,088
Projects					
SYSTEM UPGRADE PROJECTS					
WATER SYSTEM					
Main Street Waterline Program	\$1,500,000	\$1,500,000			
Reservoir Improvements - Piping and Future Tank	\$180,000		\$1,400,000		
Stream Erosion - Well Field Restoration	\$243,000				
SCADA Control System	\$134,231	\$33,208	\$25,000		
Booster Station - Replace Starters with VFD's			\$125,000		
Booster Station - Pump Bypass Connections	\$60,000				
Booster Station - Process Piping Replacement		\$40,000			
Booster Station - Roof Replacement/Building Painting		\$5,000			
Raw Waterline Cleaning - ICE PIG Well #14	\$9,000				
Waterline Cleaning - ICE PIG Glenbrook		\$75,000			
PRV Vault Pipe Painting and Cleaning		\$8,000			
Valve Replacement Jefferson Village	\$40,500				
Water Meter Replacements	\$57,322	\$41,200	\$34,333	\$22,093	\$22,093
<i>Future Project Not Yet Identified - 11 Year CIP Expense Average</i>				\$542,171	\$542,171
WASTEWATER SYSTEM					
West WWTP - Curtain Replacement		\$75,000			
West WWTP - New Chemical Storage Structure		\$75,000			
East WWTP - Bar Screen Refurbishment		\$60,000			
East WWTP - Influent Flume & Ultrasonic Meter		\$15,000			
East WWTP - New Roof Filter Building			\$30,000		
East WWTP - Studge Mag Meter			\$15,000		
Vector Trailer & Excavator	\$60,000				
Inflow & Infiltration	\$165,000	\$250,000			
Total Projects	\$2,449,052	\$2,177,406	\$1,629,333	\$564,264	\$564,264
Surplus / Deficit	\$172,954	\$336,972	\$634,923	\$498,677	\$211,824

ORDINANCE NO. 17-06-01

AN ORDINANCE TO AMEND TITLE 13, CHAPTER 13.12, SECTION 13.12.060 OF THE MIDDLETOWN MUNICIPAL CODE FOR THE PURPOSE OF REVISING THE RATE SCHEDULE FOR WATER AND SEWER SERVICE FOR RESIDENTIAL USER ACCOUNTS AND NON-RESIDENTIAL USER ACCOUNTS AND THE AMOUNT OF THE QUARTER-ANNUAL CAPITAL IMPROVEMENT FEE.

WHEREAS, the Town of Middletown is authorized to establish rates and charges for water and sewer service pursuant to Annotated Code of Maryland, Environment Article, Section 9-720 *et seq.* and Chapter 13.12 of the Middletown Municipal Code; and

WHEREAS, the Burgess and Commissioners of the Town of Middletown have reviewed and considered proposed changes to the water and sewer rates for both residential and non-residential user accounts and the capital improvement fee and find said changes to be reasonably related to the cost of providing such services; and

WHEREAS, notice of a public hearing on said changes was duly publicized in a newspaper of general circulation in the Town of Middletown; and

WHEREAS, after a public hearing was held on said rate changes, the Burgess and Commissioners deem it to be in the best interest of the Town of Middletown and its citizens to revise said rates in accordance herewith.

SECTION I. BE IT ORDAINED, RESOLVED AND ENACTED by the Burgess and Commissioners of the Town of Middletown, Maryland that Title 13, Chapter 13.12, Section 13.12.060 of the Middletown Municipal Code be amended as follows. Deleted language is designated by being in ~~{brackets and marked through}~~ and new language is designated by being in **BOLD NUMERALS OR BOLD CAPITAL LETTERS**, as the case may be:

13.12.060 Rate and fee schedules - Residential and non-residential users.

Unless otherwise exempted as hereinafter provided, each residential and non-residential user of water and sewer services shall pay a capital improvement fee of ~~{forty one dollars and seventy five cents \$41.75}~~ **FORTY-FOUR DOLLARS AND FIFTY CENTS (\$44.50** per quarter the capital improvement fee shall be in addition to the fees charged of this section, and

shall be billed and included in the quarter-annual bills for each user. Each user, customer or account which is subject to and is obligated to pay the debt service charge required by Section 13.20.010 of the Middletown Municipal Code is and shall be exempt from the obligation to pay the capital improvement fee until January 1, 2020.

SECTION II: This Ordinance shall take effect twenty (20) calendar days following its approval by the Burgess and Commissioners.

INTRODUCED ON THE DAY OF 2016

PASSED ON THE DAY OF , 2016

EFFECTIVE DATE:

ATTEST:

**BURGESS AND COMMISSIONERS
OF MIDDLETOWN**

Andrew J. Bowen, Town Administrator

By: _____
John Miller, Burgess

REMSBERG PARK FINAL SITE PLAN

DRAWING CONVENTIONS

1. ALL DIMENSIONS ARE IN FEET AND INCHES.

2. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

4. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

5. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

6. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

7. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

8. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

9. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

10. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

GENERAL NOTES

1. THE SITE PLAN IS BASED ON THE RECORD PLAT FOR REMSBERG PARK, FILED IN THE OFFICE OF THE COUNTY CLERK, COUNTY OF LOS ANGELES, CALIFORNIA, ON 05/15/1988.

2. THE SITE PLAN IS BASED ON THE RECORD PLAT FOR REMSBERG PARK, FILED IN THE OFFICE OF THE COUNTY CLERK, COUNTY OF LOS ANGELES, CALIFORNIA, ON 05/15/1988.

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LOCATION MAP
SCALE: 1" = 400'

NO.	DESCRIPTION	DATE
1	PRELIMINARY SITE PLAN	05/15/1988
2	FINAL SITE PLAN	05/15/1988

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APPROVED: *[Signature]*
DATE: 05/15/1988



BENCHMARK
ENGINEERING, INC.
1000 WEST 10TH STREET
LOS ANGELES, CALIFORNIA 90015
TEL: (213) 475-1000

REMSBERG PARK
1000 WEST 10TH STREET
LOS ANGELES, CALIFORNIA 90015
TEL: (213) 475-1000

NO.	DESCRIPTION	DATE
1	PRELIMINARY SITE PLAN	05/15/1988
2	FINAL SITE PLAN	05/15/1988

foot-can-dle
foot'kandl/
noun

plural noun: **foot-candles**

1. a unit of illumination (now little used) equal to that given by a source of one candela at a distance of one foot (equivalent to one lumen per square foot or 10.764 lux).

1 Footcandle = 1 lumen/ft²

1 Candle \approx 1 Lumen

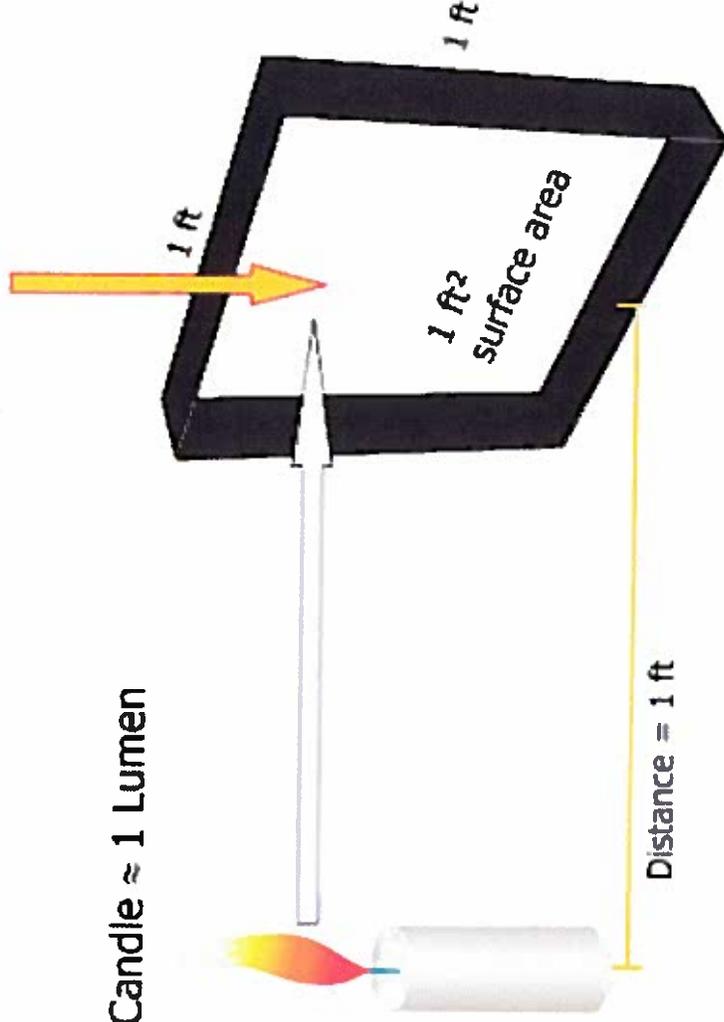
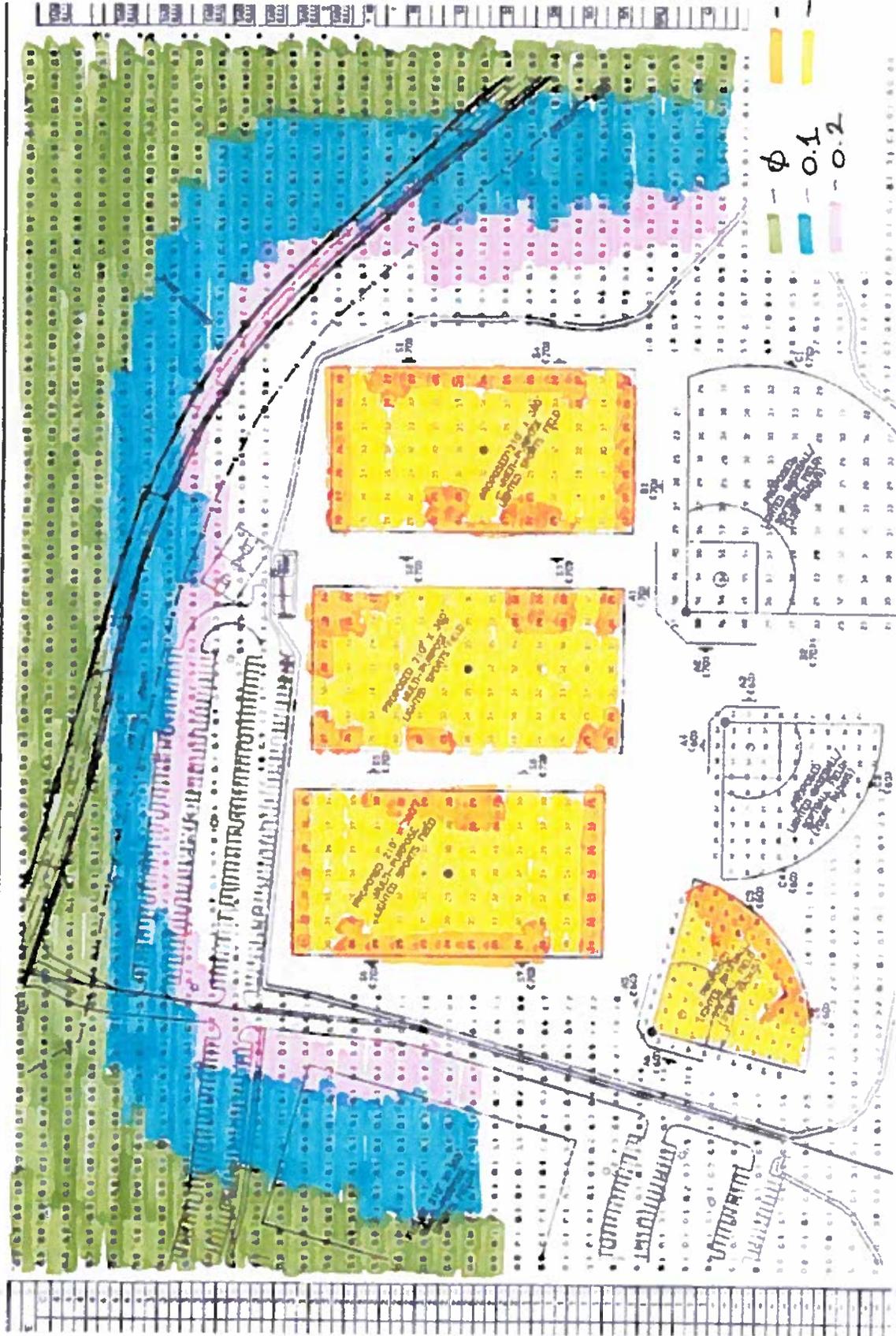


Table 6-1—Typical Footcandle Levels

	Footcandles
Nature's Levels	
June sunlight	10,000
Shady porch	500
Moonlight	0.02
Starlight	0.0001
Artificial Lighting Levels (IES Recommendations)	
Fine assembly—industrial	500
Regular office work	100
Ordinary classroom	70
Corridors, stairways, etc.	20
Street Lighting Levels (ASA-IES Recommendations)	
Downtown areas	0.9 to 2.0
Intermediate areas	0.6 to 1.2
Outlying and rural areas	0.2 to 0.9



An Overview of

The Center for Municipal Solutions

A National consultancy specializing in placing *COMMUNITIES* in Control for almost 2 Decades

3113 BILLIARD CT. WAKE FOREST, NORTH CAROLINA 27587

E-Mail: Lmonroe8@nc.rr.com

Phone (518) 573-8842

Web Site: www.telecomsol.com

Specializing in Regulating Towers & Wireless Facilities

The *most* experienced organization of its kind in the nation (almost 4,000 application reviews)

Advising and Assisting almost 1,000 communities in 38 states

THE CENTER FOR MUNICIPAL SOLUTIONS (CMS)

REGULATING TOWERS & WIRELESS FACILITIES
FOR OVER 900 COMMUNITIES IN 38 STATES FOR ALMOST 2 DECADES

WHAT WE ARE

- For two decades we have advised and assisted local governments with the regulation of towers and wireless facilities and negotiated leases for them.
- To our knowledge, we are the *oldest, most experienced* firm of our kind in the nation and have the *largest team of experts* among firms that *exclusively* serve local governments.
- We have worked with almost *1,000 communities in 38 states*.
- We have reviewed and made recommendations on more than *4,000 applications, none of which have been successfully challenged*.
- We draft and revise local tower and wireless facility ordinances and regulations.
- There has been *no cost ever* to governmental clients for our services. Since it's the applicant who is creating the need for assistance, the applicant or lessee is required to give the client the money (up front) to pay for our services.

WHAT WE DO

Provide and Assist with Ordinances/Regulations

- Develop or revise wireless facility regulatory ordinances. Approximately 2,000 communities have either adopted CMS-authored ordinances or used CMS' model ordinance as the basis for their own.
- Customize the model ordinance for each community to reflect its choice of policies and practices.
 - The model ordinance has *never been successfully challenged*, in whole or in part.
 - The ordinance *places the community in control* so it can *create 'win-win' situations*.
 - There is *never a charge* to clients for drafting the ordinance, customizing it and attending meetings and hearings related to its adoption, other than out-of-pocket travel costs.

Application Review

- Assure compliance with the community's regulations
- Assure compliance with the national safety standards (critically important) and state and local building codes
- Assure clients are able to make truly *informed* decisions, so the client knows about any less intrusive or less objectionable alternatives to what is proposed, and if what they're being told (on any matter) is the *complete* truth and the *whole* story.

Negotiate Leases

- Our lease negotiators are *former industry executives* who used to negotiate the industry's leases and thus bring the obvious benefits of this knowledge to communities. Historically, we have been able to obtain at least *twice what the original offer was and often significantly more than that*.

TEAM MEMBERS

- CMS was founded by two former Industry Executives who have 'done it all', from the capital budgeting and design of networks through site selection, permitting and the actual construction of towers, wireless facilities and operating the networks, and who for almost 2 decades have since dedicated their careers *exclusively* to helping local governments.
- We have professionals from *all disciplines* involved in the issue, including professional engineers, a former industry safety specialist, former industry attorney, award-winning planners, member of both local government Planning and Telecommunications Commissions, and former industry government affairs/regulatory specialists.

Eliminate the 'Porcupine' Effect

Instead of buildings looking like this . . .



You can have buildings with clean, uncluttered roof lines like this
(They were required to build an RF translucent 'false' façade)



Why allow this from Mobilitie . . . when, with the right knowledge & experience,



You can have this?

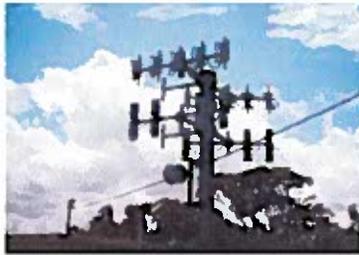


Which situation do you think your residents would prefer?
Which situation protects property values?



Without Expert Assistance vs. with Expert Assistance

Siting in Residential Neighborhoods



Without Expert Assistance vs. with Expert Assistance

Client Survey Results

What clients think about CMS and the benefit of Expert Assistance

What do others have to say about CMS?

The following are representative responses from around the nation received from a client survey recently conducted, as well as comments from some industry representatives. They provide a perspective, opinions and experiences, both with CMS and our Ordinance-drafting work. While the list of responses is too large to provide all of them (CMS has more than 900 clients in 38 states), we tried to select a *geographically diverse* representation. Complete responses for any given client can be provided upon request. Note that there was not a single expression of less than (extreme) satisfaction received from any client, even though constructive criticism was expressly solicited.

I hereby attest that the following are true and accurate transcriptions of statements made in writing by CMS clients in response to a recently conducted client survey and that there were no negative or critical responses.

AGREEMENT

This agreement made and entered into this _____ day of _____ 2017 by and between MONROE TELECOM ASSOCIATES, LLC d/b/a THE CENTER FOR MUNICIPAL SOLUTIONS, (herein after referred to as Consultant or CMS) (mailing address: 3113 Billiard Ct., Wake Forest, North Carolina 27507 party of the first part, and the Town of Middletown, Maryland (hereinafter referred to as Client) (mailing address: 31 West Main St., Middletown, Maryland 21769) party of the second part.

Consultant and Client, for the consideration named, hereby agree as follows:

1. PURPOSE

Client hereby retains Consultant for the purpose of assisting, advising and representing Client on matters relating to the preparation of a Wireless Telecommunications Facilities Local Ordinance and a Right-of-Way Use and Occupancy Ordinance for Client, and reviewing and analyzing applications received by Client for Wireless Telecommunications Facilities. Consultant does not provide real estate brokerage or legal services. All real estate brokerage and legal services, if any, shall be performed by the Client or the Client's attorney.

2. SPECIFIC SERVICES: LOCAL ORDINANCE

As soon as possible after the execution of this agreement, Consultant shall prepare and deliver to Client for use by Client a comprehensive Wireless Telecommunications Facilities Local Ordinance (hereinafter referred to as Ordinance) and a Right-of-Way Use and Occupancy Ordinance. Subsequently, in consultation with designated officials of Client, Consultant shall devote up to five (5) hours to draft and deliver to Client, as may be requested, legally permissible revisions to the Ordinances prior to the public hearing relating to the adoption of the Ordinance. Consultant shall attend one meeting with Client, which Client will schedule in connection with the adoption of the Ordinance at no charge other than out-of-pocket travel-related costs.

3. SPECIFIC SERVICES: SERVICES DURING PROCESSING OF APPLICATIONS

Consultant shall furnish appropriate Wireless Telecommunications Facilities siting assistance and advice to Client and Client's officials involved in the processing of applications for Wireless Telecommunications Facilities, and, in connection therewith, shall:

- (a) Review all applications filed with Client for Wireless Telecommunications Facilities;
- (b) Assist and advise Client as regards all applications, to include attending meetings with the Applicants and/or Client's staff and/or officials as required;
- (c) Recommend in writing to Client whether a particular application should be approved or disapproved, and set forth in writing the reasons for such approval or disapproval; and,
- (d) Conduct inspections of the construction of the facility and in writing recommend when/if the Certificate of Compliance or Certificate of Completion should be issued.
- (e) Consultant shall, in conjunction with the Client's Attorney, assist in the negotiation of leases for the use of Client-owned property or facilities by wireless communications entities or persons at its normal hourly rate, with such cost to be paid out of the Applicant's escrow deposit or based on a written commitment by the potential lessee to reimburse the County for the cost reasonably incurred on behalf of Client.

4. TIMES AND ATTENDANCE: COOPERATION BY CLIENT

Consultant shall perform the services described herein in as expeditious a manner as is reasonably possible and with due consideration of the time requirements of Client and in compliance with applicable governing law. Client recognizes that the timing of the performance of Consultant's services may be affected by previous commitments to other clients (including the delivery of promised services and work product and previously scheduled meetings), and situations normally and traditionally deemed to be matters of a force majeure nature, including those influenced by the weather, strikes, or power outages.

Client agrees to cooperate with Consultant, as needed, and to provide Consultant with copies of any records, documents and other information needed for the fulfillment of this agreement on a timely basis. Client further agrees to provide Consultant with access to appropriate officials and/or employees of Client, as may be needed in the fulfillment of the agreement. Moreover, both parties understand and agree that mutual accountability and responsiveness is critical to the successful completion of the project, and therefore both shall always make their best faith efforts to be accountable and promptly responsive to each other.

5. COMPENSATION

In payment for the services to be performed hereunder by Consultant, Client shall make payments to the Consultant as follows:

- (a) For the services to be performed by the Consultant pursuant to paragraph 2 hereof, there shall be no hourly charge up to five hours. Based on prior experience, Consultant feels that this should be sufficient time to prepare an Ordinance that will meet Client's needs. Therefore, Consultant anticipates that, absent extraordinary circumstances, there will be no hourly charge to Client for the preparation of the Ordinance. For time spent beyond five (5) hours, Client shall pay Consultant at Consultant's normal hourly rate of \$300 per hour.
- (b) For the services to be performed by the Consultant pursuant to paragraph 3 hereof, Client shall pay Consultant \$300.00 per hour, (such being subject to reasonable change over time) for each hour of time devoted by Consultant to the performance of such services, provided, however, that for time traveling by Consultant in conjunction with the performance of such services Client shall pay Consultant only \$150.00 per hour.
- (c) If Client adopts the draft ordinance provided by Consultant, Client shall pay Consultant out of an escrow account funded by each applicant for application review services, including expense reimbursement as described below. In accordance with the process required by the draft ordinance, no work shall be performed by Consultant prior to funds being placed in such escrow account by applicant and such account shall be replenished by applicant as needed to complete the application review process
- (d) For services performed hereunder, Client shall reimburse Consultant for out-of-pocket expenses for the following items: (a) Travel-related costs such as airfare, car rental, night lodging accommodations and meals consumed while on-site or enroute; (b) Expedited or overnight delivery service; (c) any other reasonably necessary expenses directly related and attributable to the fulfillment of this agreement. Consultant's requests for expense reimbursement shall be included in Consultant's invoice at actual cost, with no markup.

7. TERM OF AGREEMENT: TERMINATION

This agreement shall be for a period of a minimum of three (3) years commencing on the date set forth at the top of page one (1) of this agreement. In the event that Consultant refuses or fails to provide services hereunder with due diligence, or is guilty of a substantial violation of any provision of this agreement, Client shall send Consultant written notice that the Consultant has thirty (30) days to cure said default; and, if at the end of said thirty (30) day period Consultant has not cured said default, this agreement may be terminated. After the three (3) year period, the agreement will continue on a month-to-month basis, unless terminated in writing by either party with sixty (60) days notice.

8. STATUS OF CONSULTANT

Consultant and Client agree that in the performance of Consultant's services hereunder, Consultant shall not be deemed to be an employee of Client for any purpose whatsoever, nor may Consultant act under Color of State.

9. NOTICES

Any and all notices, invoices, and payments required hereunder shall be addressed to the parties at their respective addresses set forth in page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

10. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and interpreted in accordance with the Laws of the State of Maryland.

11. COMPLETE AGREEMENT: MODIFICATION

There are no terms, conditions or obligations other than those contained herein, and there are no written or verbal statements or representations, warranties or agreements with respect to this agreement that have not been embodied herein.

This agreement constitutes the complete understanding of the parties with respect to the subject matter hereof. No modification or amendment of any provisions of this agreement shall be valid unless in writing and signed by both parties.

IN WITNESS THEREOF, the Consultant and Client by individuals duly authorized to do so, have signed this agreement, the day and year first above written.

CONSULTANT

By: 
L.S. Monroe
The Center for Municipal Solutions

CLIENT

By: _____
Printed Name: _____
Title: _____
Date: _____